

REMARKS/ARGUMENTS

1.) Claim Rejections – 35 U.S.C. § 102(e)

Claim 23 stands rejected under 35 U.S.C. § 102(e) as being anticipated by Koskinen, *et al.* (US 2005/0271193). Applicant respectfully disagrees.

Koskinen discloses a method for charging for services in a communication system supporting a Diameter IP protocol, comprising defining at least one attribute value pair to define sponsorship information. (Koskinen, Abstract)

The Examiner's attention is directed to the fact that Koskinen fails to teach "means for causing SIP signaling, associated with a cost sharing negotiation between two or more user terminals coupled to the system, to be diverted through the server". as recited in independent claim 23. Claim 23 recites:

23. A Session Initiation Protocol (SIP) server for use in an IP Multimedia Core Network Subsystem of a communications system, the server comprising:

means for causing SIP signaling, associated with a cost sharing negotiation between two or more user terminals coupled to the system, to be diverted through the server; and

means for extracting agreed cost sharing data from the diverted signaling;
and

means for either allocating costs to one or more of the terminal users in accordance with this data or for providing information to another system node to allow that node to allocate costs. (emphasis added)

The present invention discloses that, in one embodiment, in certain cases, a subscriber wishing to initiate a service involving one or more other subscribers may propose to those other subscribers that the cost for the service be shared by all of the participants. Assume that the UE 1 wishes to initiate a session with the UEs 12,13, e.g. a video-conference. To initiate the service, the UE 1 sends a SIP INVITE message to the UEs 12,13. This message is passed by the GPRS network 4 to the IMS 7. The IMS 7 will negotiate appropriate resources with the IMS of the network 14. The INVITE message is then forwarded to the "terminating" UEs 12,13. The INVITE message contains a cost sharing request, e.g. split the cost equally between the participants. In some circumstances, the IMS may modify the SIP INVITE message (and other SIP

messages sent between peer terminals). (See Applicants' Specification, page 6, lines 20-29)

In contrast, Koskinen fails to teach, disclose, or suggest a cost sharing negotiation. In fact, the passages referred to by the Examiner shows that there is no cost sharing negotiation taking place in Koskinen. The following is an excerpt of Koskinen at paragraph [0050]:

The AS 6 preferably performs a one-time event, as represented by Diameter protocol communication 106. As shown in further detail in FIG. 3(b), the AS 6 sends an ACR(EVENT_RECORD) account request message 204 to the CCF/OCS 8. This ACR includes any sponsorship information, where the AS 6 confirms its identity and also that it will pay a percentage, or a predetermined fixed amount, of certain charges. In the present example, the AS 6 informs the CCF/OCS 8 that it intends to pay for 50% of the Call Control charges and 50% of the mobility management charges, as charged by the S-CSCF 4. The CCF/OCS 8 stores this information. The CCF/OCS 8 replies with an ACA accounting acknowledgement message 205.

It is quite clear upon reading Koskinen that cost sharing negotiation is neither taught nor suggested.

In view of the above arguments, Applicant asserts that claim 23 is patentable over the cited art. Therefore, the allowance of claim 23 is respectfully requested.

2.) Claim Rejections – 35 U.S.C. § 103 (a)

A. Andreas in view of Koskinen

Claims 14-22 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Andreas. *et al.* (WO 2002/052832 A) in view of Koskinen, *et al.* (US 2005/0271193). Applicant respectfully disagrees.

The Examiner concedes as to claims 14, 21, and 23 "that Andreas fails to clearly teach the features of: a) the method is based upon the Session Initiation Protocol (SIP), and b) the step of configuring one or more Session Initiation Protocol servers to intercept Session Initiation Protocol messages for the purpose of determining the negotiated cost sharing formula." (See Office Action dated July 27, 2007) (emphasis added)

Configuring SIP servers to intercept SIP messages would not be obvious to a person with skill in the art. Also, even if SIP signaling could be used to implement the method of Andreas, this would still result in a requirement for the user terminals to transfer agreed contracts, at the end of the contract negotiation, to their respective networks. This is clearly not taught or suggested in Andreas. Indeed, the fundamental inventive contribution claimed by Andreas is the use of a public key infrastructure to allow the end user terminals to sign the contracts and pre-contract messages in order to ensure the authenticity of the contract. As the network nodes do not necessarily have the means to sign contracts on behalf of the user terminals, there would be no motivation on the part of the skilled person to perform interception of contract related messages in the network.

The Examiner cites Koskinen in order to cure the perceived deficiencies of Andreas. As stated above in Section 1.), Koskinen clearly fails to teach or suggest cost sharing negotiation. As such, a *prima facie* case of obviousness has not been proven.

In view of the above arguments, Applicant asserts that independent claims 14 and 21 are patentable over the cited art. Claims 15-20 and 22 are patentable at least by virtue of depending from their respective base claims.

B. Andreas or Ericsson Telefon AB LM in view of Brown

Claims 14-22 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Andreas, *et al.* (WO 2002/052832 A) or Ericsson Telefon AB LM (WO 00/38403 A) in view of Brown, *et al.* (US 2003/0114142). Applicant respectfully disagrees.

It appears that this rejection only applies to claims 14-20, since Applicant cannot find where the Examiner rejects claims 21 and 22 for this particular combination of references. If the Examiner meant to also include claims 21 and 22, the Applicant invites the Examiner to provide another Non-Final Office Action rejecting these claims if the Examiner does not agree with Applicant's arguments regarding patentability of the present claims as recited.

The Examiner concedes as to claim 14 "that Andreas fails to clearly teach the features of: a) the method is based upon the Session Initiation Protocol (SIP), and b)

the step of configuring one or more Session Initiation Protocol servers to intercept Session Initiation Protocol messages for the purpose of determining the negotiated cost sharing formula." (See Office Action dated July 27, 2007) (emphasis added)

The '403 reference is cited by the Examiner only to show that "either calling or called party is permitted to start the '403 reference." Brown is cited to cure the perceived deficiencies of Andreas.

Brown discloses distributing billing for a call between a caller and a callee. Responsive to receiving a call request, a caller billing plan for an authenticated identity of a caller making the call request and a callee billing plan for an authenticated identity of a callee answering the call request are identified and loaded for the call request. Responsive to receiving a request for a billable service with the call request, distributing a cost of the billable service among the caller billing plan and the callee billing plan, such that both the caller and the callee pay for a benefit received from the billable service. (Brown, Abstract)

As stated above, in Section 2.), B. of this Response, configuring SIP servers to intercept SIP messages would not be obvious to a person with skill in the art. Also, even if SIP signaling could be used to implement the method of Andreas, this would still result in a requirement for the user terminals to transfer agreed contracts, at the end of the contract negotiation, to their respective networks. This is clearly not taught or suggested in Andreas. Indeed, the fundamental inventive contribution claimed by Andreas is the use of a public key infrastructure to allow the end user terminals to sign the contracts and pre-contract messages in order to ensure the authenticity of the contract. As the network nodes do not necessarily have the means to sign contracts on behalf of the user terminals, there would be no motivation on the part of the skilled person to perform interception of contract related messages in the network.

The Examiner has conceded that Andreas fails to teach configuring one or more Session Initiation Protocol servers to intercept Session Initiation Protocol messages for the purpose of determining the negotiated cost sharing formula. The passages of the '403 reference and Brown cited by the Examiner fail to cure this deficiency. Namely, the passages of Brown cited by the Examiner fail to teach that one or more SIP servers

intercept SIP messages for the purpose of determining the negotiated cost sharing formula.

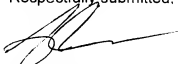
In view of the above arguments, Applicant asserts that independent claims 14 and 21 are patentable over the cited art. Claims 15-20 and 22 are patentable at least by virtue of depending from their respective base claims.

CONCLUSION

In view of the foregoing remarks, the Applicant believes all of the claims currently pending in the Application to be in a condition for allowance. The Applicant, therefore, respectfully requests that the Examiner withdraw all rejections and issue a Notice of Allowance for all pending claims.

The Applicant requests a telephonic interview if the Examiner has any questions or requires any additional information that would further or expedite the prosecution of the Application.

Respectfully submitted,



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